

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
v.)	1:20-cv-00610 (FJS/DJS)
)	
CCC GROUP, INC.,)	
)	
)	
Defendant.)	
)	

CONSENT DECREE

On June 3, 2020, Plaintiff, the Equal Employment Opportunity Commission (“EEOC”), commenced this action under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”) to correct unlawful employment practices on the basis of race, and to provide appropriate relief to Gary Williams and other Black employees adversely affected by such unlawful practices. In the Complaint, the EEOC alleged that CCC Group, Inc. (“CCC Group”) violated Title VII when Black employees at CCC Group’s construction site in Ravena, New York were allegedly subjected to racial harassment in 2016, including the use of racial slurs and the telling of racist “jokes.” The EEOC also alleged that Black employees were treated more harshly with respect to their work conditions.

The parties desire to settle this action and stipulate to the entry of this Consent Decree (“Decree”) as final and binding between them. CCC Group denies the allegations set forth by the EEOC. In consideration of the mutual promises of each party, the sufficiency of which is hereby acknowledged, it is agreed and ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

PART I. GENERAL PROVISIONS

Section 101. Purpose of this Decree.

A. The EEOC and CCC Group (each a “party,” both “parties”) desire to settle this action, and therefore do hereby stipulate and consent to entry of this Decree as final and binding between the parties.

. The Decree resolves all issues that were raised in the EEOC’s Complaint and Charge of Discrimination No. 846-2017-20917, which served as the jurisdictional prerequisite in this case. Charging Party and Claimants who execute a release of claims will release claims to the extent described in the signed releases. This Decree in no way affects the EEOC’s right to process any other pending or future charges that may have been or will be filed against CCC Group, and to commence civil actions on any such charges. The release is attached as Exhibit A.

B. The EEOC and CCC Group agree that this Court has jurisdiction over the subject matter of this litigation and the parties, that venue is proper, and that all administrative prerequisites have been met. No party will contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

C. The terms of this Decree represent the full and complete agreement of the parties. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

Section 102. Definitions.

A. “CCC Group” means Defendant CCC Group, Inc., and its predecessors, successors, assigns, agents, and entities in active concert.

B. “EEOC” is the U.S. Equal Employment Opportunity Commission, an agency of the United States Government charged with administering, interpreting, and enforcing Title VII.

C. “Charging Party” refers to Gary Williams, who filed EEOC Charge of Discrimination Number 846-2017-20917.

D. “Ravena Project” refers to the construction site operated by CCC Group at the LaFarge Ravena Cement Plant in Ravena, New York.

E. “Claimant” or “Claimants” refers to any individuals (other than Charging Party) allegedly subjected by CCC Group to unlawful employment practices while employed by CCC Group on the Ravena Project who the EEOC identified after the filing of EEOC Charge of Discrimination Number 846-2017-20917.

F. “Relevant Time Period” refers to the period of time that CCC Group operated the Ravena Project, approximately February 1, 2015 through approximately December 31, 2016.

G. “Tennessee Regional Office” refers to CCC Group’s Tennessee Regional Office, which was previously located at 1652 East Broadway Avenue, Maryville, Tennessee 37804 and is currently located at 204 North Everett High Road, Maryville, Tennessee 37804.

H. “Florida Regional Office” refers to CCC Group’s Florida Regional Office, which is located at 5000 Old Highway 37, Mulberry, Florida 33860.

I. “Eastern Group” refers to CCC Group’s division comprised of the Tennessee Regional Office and Florida Regional Office.

J. “Day” or “Days” means calendar days and includes weekends and holidays.

K. “Work Contact Information” means work address, office phone number, and work e-mail address.

L. “Contact Information” means home address, home phone number, cell phone number, and personal e-mail address.

M. “Effective Date” means the date the Decree is entered by the Court.

N. Unless specifically noted, all terms apply for the duration of the Decree.

Section 103. Applicability of Decree to Successors and Assigns or Upon Purchase, Merger, or Consolidation.

At least ninety (90) days before CCC Group engages in any transfer of its business or its assets, it will provide written notice of this lawsuit and a copy of the Complaint and this Decree to any potential purchaser of its business or assets, and to any potential successors, assigns, or affiliates, including any entity with which it may merge or consolidate. CCC Group will provide written notice to the EEOC twenty-one (21) days before any transfer of its business or assets. Nothing in this decree grants the EEOC any right with respect to the negotiation of the terms of any transfer, sale, merger or consolidation or to dictate or direct any transfer, sale, merger or consolidation.

Section 104. Amendments to this Decree.

This Decree may be amended by mutual consent of the parties in the interests of justice and fairness and to facilitate execution of this Decree's provisions. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing and approved or ordered by the Court.

Section 105. Severability.

If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to ensure that this Decree continues to effectuate the intent of the parties. The provisions of this Decree that are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined.

Section 106. Breach of Decree.

A breach of any term of this Decree by a party will be deemed a material and substantive breach of this Decree. In the event of such a breach notice will be given to the breaching party demanding that the breaching party come into compliance with the terms of this decree within fourteen (14) days, or within such other time period to which the parties mutually agree. In the event the breaching party does not cure the breach within the relevant time period the non-breaching party may bring proceedings to enforce the term(s) of the decree which have been breached. This Decree will be construed by this Court under applicable federal law.

Section 107. Notices.

Except as otherwise provided for in this Decree, all notifications, reports, and communications to the parties required under this Decree will be made in writing and will be sufficient as emailed, hand-delivered, faxed, or sent by certified, registered, or overnight mail to the following persons (or their designated successors):

For EEOC:

James E.B. Bobseine
Buffalo Local Office
Olympic Towers
300 Pearl Street, Suite 450
Buffalo, NY 14202
james.bobseine@eeoc.gov
and decreemonitor.nydo@eeoc.gov

For CCC Group:

Jason Zehner, General Counsel
CCC Group, Inc.
57997 Dietrich Rd.
San Antonio, TX 78219
Legal@cccgroupinc.com and

Michael J. Murphy
Barclay Damon LLP
80 State Street
Albany, NY 12207
mjmurphy@barclaydamon.com

Any party may change such addresses by written notice to the other parties setting forth a new address for this purpose.

PART II. INJUNCTIVE RELIEF

Section 201. Injunctions.

A. CCC Group is enjoined from engaging in or failing to prevent or correct unlawful harassment based on race, including but not limited to the use of racial slurs, derogatory comments, and the assignment of less desirable tasks based on race.

B. CCC Group is enjoined from retaliating against any person because of opposition to any practice declared unlawful under Title VII, because of the filing of a charge, giving of testimony or assistance, or participation in any manner in any investigation, proceeding, or hearing under Title VII.

C. CCC Group is enjoined from employing or contracting with the following individuals: Ronald Verdoliva and Donald Vollmar.

Section 202. Posting and Distributing Notices.

A. Posting of Notice of Lawsuit and Resolution.

1. Within fourteen (14) days of the Effective Date, CCC Group will conspicuously post and maintain a “Notice of Lawsuit and Resolution” (the “Notice,” attached as Exhibit B) in all prominent places where CCC Group employee notices are posted (a) in CCC Group’s Tennessee Regional Office, (b) in CCC Group’s Florida Regional Office, (c) in CCC Group’s corporate office in San Antonio, Texas, (d) on CCC Group’s company-wide intranet system known as CCConnect, and (e) at any construction site in the Eastern Group with more than twenty-five (25) full-time CCC Group Employees and a scheduled duration in excess of three (3) months. CCC Group will certify in writing to the EEOC within seven (7) days after it has posted

the Notice pursuant to this provision. The Notice will remain in place for the duration of the Decree and will not be removed, defaced, or obscured.

B. Provision of Notice and Memo to Employees and Past Employees.

1. Within fourteen (14) days of the Effective Date, CCC Group will post a copy of the Notice (Exhibit B) and a memo (hereafter the “CCC Group Memo,” attached as Exhibit C) setting forth its commitment to ensuring a workplace free from discrimination, including racial harassment and race discrimination, on CCC Group’s company-wide intranet system known as CCConnect. CCC Group will certify in writing to the EEOC within fourteen (14) days after it has distributed the Notice and CCC Group Memo pursuant to this provision. The Notice and CCC Group Memo will remain available on such system for the duration of the term of this Decree.

2. Within fourteen (14) days of the Effective Date, CCC Group will mail a copy of the Notice (Exhibit B) and the CCC Group Memo (Exhibit C) to all individuals who worked at CCC Group on the Ravena Project, by a trackable delivery method, to the last known address of such individuals. CCC Group will certify in writing to the EEOC within seven (7) days after it has distributed the Notice and CCC Group Memo pursuant to this provision.

3. Within fourteen (14) days of the Effective Date, CCC Group will issue to Charging Party and Claimants letters on CCC Group letterhead and signed by CCC Group President/CEO Joe A. Garza describing the claims of race harassment at issue in this litigation and measures taken by CCC Group as part of this Decree.

Section 203. Non-Discrimination Policies and Procedures.

A. Within fourteen (14) days of the Effective Date, CCC Group will update its Anti-Harassment policies and procedures (the “CCC Group Policy”) on employment discrimination, setting forth CCC Group’s commitment to providing equal employment opportunities to

individuals of all races, and to employees' rights to be free from retaliation. This CCC Group Policy will contain at least the following elements:

1. A detailed explanation of Title VII's prohibition against race discrimination, race harassment, and retaliation;
2. The assurance that CCC Group will not retaliate against employees who make complaints of discrimination, who oppose practices they consider to be unlawfully discriminatory, and/or who participate in protected activity or who provide information related to complaints of discrimination;
3. A clearly described process with multiple avenues for reporting and/or complaining of race discrimination, race harassment, or retaliation, including but not limited to:
 - a. CCC Group's assurance that it will accept any and all complaints from employees who wish to file complaints internally;
 - b. CCC Group's assurance that it permits the filing of anonymous complaints and provides safeguards to preserve a complainant's anonymity when requested;
 - c. CCC Group's assurance that it will keep confidential to the extent possible and not publicize unnecessarily the subject matter of the complaints or the identity of the complainants;
 - d. A requirement that all aspects of an investigation of workplace discrimination will be thoroughly documented in written form;
 - e. A requirement that both the individual who raises the complaint, and the responding party, will be informed in writing of the outcome of the investigation;

f. A confidential, toll-free Complaint Hotline, accessible 24 hours per day, seven days per week, and staffed during ordinary CCC Group operating hours.

B. The CCC Group Policy will also advise employees of their right to contact the EEOC and/or a state or local agency in the event that the employee believes he or she has been discriminated against in violation of Title VII or similar state or local law or regulation. The CCC Group Policy is attached as Exhibit D. The CCC Group Policy will not be modified without EEOC approval. Attachment of the CCC Group Policy to this Decree is not a representation by EEOC that CCC Group has been or currently is in compliance with federal anti-discrimination laws.

C. CCC Group will include the CCC Group Policy in its Employee Handbook and will electronically distribute copies of the CCC Group Policy to each employee within thirty (30) days of the Effective Date.

D. CCC Group will provide all new employees with copies of the CCC Group Policy within fourteen (14) days of the beginning of their employment.

E. On a biannual basis beginning six months after the Effective Date, CCC Group will certify in writing to the EEOC that it has included the CCC Group Policy in its Employee Handbook and distributed the CCC Group Policy pursuant to the above terms.

Section 204. Training and Discipline.

A. Initial Training.

1. Within sixty (60) days of the Effective Date, CCC Group will provide all employees and managers a mandatory interactive training course on Preventing Discrimination and Harassment tailored for employees and managers in the construction industry (the “Anti-Harassment Training”). The training will also cover the CCC Group Policy, the duties of the EEO

Manager, CCC Group's obligations under Title VII, including the prohibitions against race discrimination, race harassment, and retaliation, and the process for addressing reports and complaints of employment discrimination. CCC Group will track employee participation and report to the EEOC as required by Section 204(D). CCC Group will offer the Anti-Harassment Training in both English and Spanish.

2. Within ninety (90) days of the Effective Date, CCC Group will certify that (1) it has conducted a one-hour live, interactive "lessons learned" presentation to all company business unit managers worldwide, discussing the EEOC Complaint, this Consent Decree, and the Anti-Harassment Training, and (2) all such business unit managers have successfully completed the Anti-Harassment Training within ninety (90) days of the Effective Date.

B. Annual Training.

1. Within thirty (30) days of the first anniversary of the Effective Date, CCC Group will provide all employees and managers an interactive "Code of Conduct" training addressing diversity, inclusion, ethics, anti-harassment, employment discrimination under Title VII, bullying, CCC Group's Code of Conduct, the CCC Group Policy, the duties of the EEO Manager, and related topics (the "Code of Conduct Training"). In addition, within thirty (30) days of the second (2nd) anniversary of the Effective Date, CCC Group will again require all employees and managers to complete the mandatory Anti-Harassment Training. CCC Group will track employee participation and report to the EEOC as required by Section 204(D). CCC Group will offer both the Code of Conduct Training and the Anti-Harassment Training in English and Spanish.

C. Training for New Employees.

Within thirty (30) days of their hire or promotion, CCC Group will provide all new employees the Anti-Harassment Training, which will be tailored for employees and managers in

the construction industry and cover the CCC Group Policy, the duties of the EEO Manager, CCC Group's obligations under Title VII, including the prohibitions against race discrimination, race harassment, and retaliation, and the process for addressing reports and complaints of employment discrimination. CCC Group will track employee participation and report to the EEOC as required by Section 204(D). CCC Group will offer the Anti-Harassment Training in both English and Spanish. Employees will not be required to repeat the Anti-Harassment Training under Section 204(B), above, if they have successfully completed the same Anti-Harassment Training course as a new hire within the preceding one hundred twenty (90) days.

D. Reporting Requirements for Training.

All employees attending any training session described in the above paragraphs will print and sign their full names and job titles on an attendance sheet or log in to electronically to track the employee's completion of any training described in the preceding paragraphs. Unless otherwise provided herein, on a biannual basis beginning six (6) months after the Effective Date, CCC Group will provide the EEOC with copies of all attendance sheets and a then-current employee list, a list of any employees who were required to but did not attend the training, and copies of all training materials presented. For any employee who was required to but did not attend the training, CCC Group will provide an explanation and describe how CCC Group will provide the training to that employee.

E. Pre-training Notification Requirement.

At least thirty (30) days prior to the Initial Training and Annual Training required under this Section, CCC Group will provide the EEOC with notice of the date, time, and location of the scheduled training. The EEOC, at its discretion, may attend and observe one or more of the training sessions and may provide changes to be implemented by the trainer. At least thirty (30) days prior

to the Initial Training and Annual Training required under this Section, CCC Group will also submit to the EEOC a plan to ensure that all employees receive the required training.

F. Former Employee Discipline.

Within seven (7) days of the Effective Date, CCC Group will place in the permanent employee personnel files of Ronald Verdoliva and Donald Vollmar a written disciplinary action for engaging in racial harassment on the Ravena Project and a notation that they are not eligible for rehire.

Section 205. Monitoring and Reporting.

A. Monitoring by the EEOC.

The EEOC may monitor compliance with this Decree by inspection of the CCC Group's Eastern Group's premises and records, including materials received or created by CCC Group as part of the internal harassment reporting process, and interviews with employees at reasonable times. CCC Group agrees to make available for inspection and copying any records reasonably related to the Agreement, upon notice by the EEOC, excepting such records as may be confidential to a client of CCC Group or prepared in anticipation of litigation or otherwise protected by attorney-client privilege.

B. Reporting to the EEOC.

1. Within seven (7) days of the Effective Date, CCC Group will designate a salaried senior manager as CCC Group's EEO Manager and, within fifteen (15) days of such appointment, CCC Group must provide the EEO Manager's name and Work Contact Information to the EEOC.

2. If the individual appointed as the EEO Manager ceases to act as the EEO Manager for any reason, within thirty (30) days, CCC Group must appoint a salaried senior

manager as EEO Manager and provide the new EEO Manager's name and Work Contact Information to all employees. CCC Group must provide the new EEO Manager's Work Contact Information to the EEOC within sixty (60) days of the original EEO Manager's departure.

3. The EEO Manager must be knowledgeable and experienced in federal anti-discrimination laws and appropriate investigative practices and resolution techniques.

4. Each EEO Manager will be responsible for, among other duties, ensuring that CCC Group complies with this Decree and with federal laws prohibiting employment discrimination under Title VII, including race discrimination, race harassment, and retaliation, by:

- i. Conducting prompt and thorough investigations of complaints in accordance with the CCC Group Policy;
- ii. Maintaining records of discrimination complaints and CCC Group's response to such complaints;
- iii. Arranging and promoting the trainings described in Section 204;
- iv. Conducting in-person visits at any construction site in the Eastern Group with more than twenty-five (25) full-time CCC Group Employees and a scheduled duration in excess of three (3) months, for the purpose of meeting with all employees holding the job title foremen and higher to discuss potential EEO issues, the role of the EEO Manager, the process for addressing reports and complaints of employment discrimination, and the CCC Group Policy;
- v. Tracking the EEO Manager's in-person site visits and certifying compliance with in-person visit requirement on a biannual basis beginning six (6) months after the Effective Date;

- vi. Regularly taking other steps to keep abreast of developments in federal anti-discrimination laws; and
- vii. Maintaining and providing records, information, and reports to the EEOC under this Decree.

C. Reporting to the EEOC.

1. Within fifteen (15) days of any verbal or written complaint of race discrimination, race harassment, or retaliation for a racial discrimination or harassment complaint from an employee or applicant pursuant to the CCC Group Policy, CCC Group will report that complaint to the EEOC. The report will include the name and job title of and Contact Information for the complainant, the name and job title of the alleged harasser or discriminator, and a summary of the complaint.

2. Within thirty (30) days of CCC Group's receipt of any such complaint, CCC Group will provide to the EEOC a list of each step taken by it during the investigation, the results of any investigation, and any remedial action taken by it.

Section 206. Recordkeeping.

Within fourteen (14) days of the Effective Date, CCC Group will modify its document retention policy to be consistent with its recordkeeping obligations under Section 709(c) of Title VII, 42 U.S.C. § 2000e-8(c), and 29 C.F.R. Part 1602 *et seq.* CCC Group's Records Retention Policy will not be modified without EEOC approval. CCC Group agrees to maintain such records in compliance with applicable law as necessary to demonstrate its compliance with this Decree, and to verify that the reports submitted pursuant to this Decree are accurate.

PART III. MONETARY RELIEF

CCC Group will pay a total of \$420,000.00 in monetary relief to the Charging Parties and Claimants as follows:

Section 301. Monetary Relief to the Charging Party.

A. Within ten (10) days of the Effective Date, CCC Group will pay the total gross sum of \$225,000.00 to Charging Party Gary Williams.

B. As there were no claims for past or future wage loss the settlement of this case is not intended to compensate Charging Party or any Claimant for past or future wage loss claims. Therefore, there shall be no withholding of any type from any settlement proceeds.

C. The payment will be made by check and sent by a trackable delivery method, to Charging Party. CCC Group will issue an IRS Form 1099 representing compensatory damages to Charging Party at an address provided by the EEOC. A copy of the check, IRS Form 1099, and shipment tracking information will be provided to the EEOC immediately upon their issuance.

Section 302. Monetary Relief to Claimants.

A. Within ten (10) days of the Effective Date, Defendants will pay \$195,000.00 in monetary relief to be distributed among the Claimants identified by the EEOC. Eligibility for a distribution and the amount of distribution will be determined solely by the EEOC in its discretion.

B. CCC Group will send checks by a trackable delivery method to the Claimants at addresses provided by the EEOC. CCC Group will issue IRS Form 1099 representing compensatory damages. A copy of the checks, IRS Forms, and shipment tracking information will be provided to the EEOC immediately upon their issuance. Claimants and Charging Parties will be responsible for any federal, state, or local taxes that may be due on the payments.

C. If a Claimant fails to cash or deposit a check issued in accordance with this Decree, within one hundred and eighty (180) days of its mailing, that individual's portion of monetary relief will not revert to CCC Group. Instead, such amount will be redistributed at the EEOC's sole discretion to Claimants or the Charging Party. Once the EEOC provides notice to CCC Group of the recipient or recipients of the funds, CCC Group will remit payment in accordance with the EEOC's instructions within ten (10) days.

PART IV. SIGNATURES

Each signatory to this Decree represents that he or she is fully authorized to execute this Decree and to bind the parties on whose behalf he or she signs.

PART V. DURATION OF DECREE

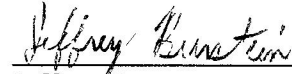
A. This Decree will remain in effect for three (3) years from the Effective Date. The Decree will not expire against any signatory while any enforcement action is pending against that signatory.

B. If the EEOC has notified CCC Group in writing not less than fifteen (15) days in advance of the expiration of this Decree that CCC Group is not in compliance with any sections of this Decree, CCC Group's obligations under this Decree will remain in effect until EEOC determines that CCC Group is in compliance.

C. The Court will retain jurisdiction over this action for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein. Upon signature and approval by the Court, the matter may be administratively closed but will not be dismissed.

D. The parties will bear their own expenses, attorneys' fees and costs.

For Plaintiff EEOC



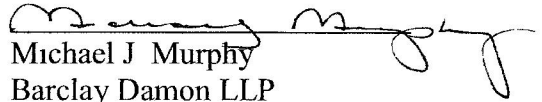
Jeffrey Burstein
Regional Attorney

Nora Curtin
Supervisory Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
New York District Office 33
Whitehall Street, 5th Floor New
York, New York 10004

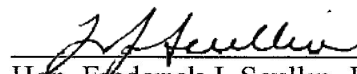
James E B Bobseine
Trial Attorney
EEOC Buffalo Local Office
Olympic Towers
300 Pearl Street, Suite 450
Buffalo, New York 14202

For Defendant CCC Group



Michael J Murphy
Barclay Damon LLP
80 State Street
Albany, NY 12207

SO ORDERED this 9th day of August, 2021



Hon Frederick J Scullin, Jr
Senior United States District Judge

EXHIBIT A

RELEASE

In consideration for \$[XXXX.XX] to be paid to me by CCC Group, Inc. (“CCC Group”), in connection with the resolution of *EEOC v. CCC Group, Inc.*, 1:20-cv-0610 (FJS/DJS) (N.D.N.Y.), I waive my right to recover for any claims of race discrimination under Title VII of the Civil Rights Act of 1964, as amended, that I had against CCC Group prior to the date of this release and that were included in the claims alleged in the EEOC’s Complaint in this lawsuit.

Date: _____ Signature: _____

EXHIBIT B

NOTICE TO ALL EMPLOYEES OF CCC GROUP, INC.

This Notice has been posted pursuant to a Consent Decree entered by the federal court in *EEOC v. CCC Group, Inc.*, No. 1:20-cv-00610 (FJS/DJS) (N.D.N.Y.), resolving a lawsuit filed by the U.S. Equal Employment Opportunity Commission (“EEOC”) against CCC Group, Inc. (“CCC Group”).

In its lawsuit, the EEOC alleged that CCC Group violated by Title VII of the Civil Rights Act of 1964, as amended (“Title VII”) when Black employees at CCC Group’s construction site in Ravena, New York were allegedly subjected to racial harassment in 2016.

The Parties agreed to resolve the lawsuit and the Court adopted the Parties’ agreement. The Consent Decree provides, among other things, that CCC Group pay \$420,000 in damages to Black employees harmed by the unlawful conduct and agree to the following:

1. Not harass any employee on the basis of race;
2. Not retaliate against any employee who reports discrimination, or participates in any way with a proceeding involving discrimination under Title VII;
3. Appoint an EEO Manager responsible for implementing changes and monitoring compliance with federal employment discrimination laws;
4. Provide training on federal laws prohibiting employment discrimination to current and future employees, including management employees;
5. Advise employees of their right to contact the EEOC or any applicable state agency, should an employee believe discrimination occurred;
6. Revise and distribute materials relating to CCC Group’s policies and practices regarding discrimination and harassment, including a document clearly setting forth CCC Group’s policies regarding complaints of discrimination and/or harassment; and
7. Provide periodic reports regarding any discrimination complaints made by employees and permit the EEOC to monitor compliance with the Decree.

Should you have any complaints of discrimination you may also contact:

U.S. Equal Employment Opportunity Commission, Buffalo Local Office
300 Pearl Street, Suite 450
Buffalo, New York 14202
(716) 431-5013 or for the office nearest you (880) 669-4000
Website: www.eeoc.gov

Dated:

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE ALTERED OR DEFACED BY
ANYONE OR COVERED BY ANY OTHER MATERIAL**

This notice must remain posted for three (3) years from the date shown above and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the U.S. Equal Employment Opportunity Commission.

EXHIBIT C

August 20, 2021


> BUILDING WITH INTEGRITY.™

COMMITMENT TO A HARASSMENT-FREE WORKPLACE

CCC Group was built on a foundation of respect, integrity, equality and trust. As employee-owners, we have an obligation to make sure that we are all committed to not only the physical safety of our team members, but also fostering a work environment free of harassment and discrimination, where all valued employees can thrive no matter their gender, race, national origin, ethnicity, religion, disability, age, or sexual orientation. We do not tolerate harassment against any employee, vendor, contractor, visitor, or other member of the public, or the adverse treatment of any employee because they report harassing conduct or provide information related to such complaints.

In addition, CCC Group is continuing its efforts to raise awareness and promote harassment prevention strategies through our interactive Anti-Harassment and Code of Conduct training courses and live training sessions. We are also educating employees about the role of our new EEO Manager, so that if an employee suspects that there has been a violation of our policies, there should be no doubt about how to report such behavior.

Best Regards,



The enclosed **Anti-Harassment Policy** has been updated and expanded, and I encourage each of you to read it carefully and understand how to report a claim. If you have any questions about this policy, please contact CCC Group's EEO Manager at (210) 662-4511 or HRManagement@cccgrouppinc.com.

Joe A. Garza
President

We must all work together to build and maintain a strong, supportive ESOP community here at CCC Group. Thank you for doing your part.

EXHIBIT D

Equal Employment and Anti-Harassment Policy

CCC Group is an equal opportunity employer and committed to maintaining an environment that encourages and fosters appropriate conduct and respect, free of discrimination, harassment, and retaliation.

Employees who believe discrimination and/or harassment has occurred have a right to contact their supervisor, the CCC Group's Human Resources Department, CCC Group's EEO Manager, the EEOC, and/or the appropriate state agency if the employee believes he or she has been discriminated against in violation of Title VII or similar state or local law or regulation.

This policy prohibits discrimination or harassment based on race, color, religion, age, national origin, ethnicity, disability, veteran or military status, pregnancy, genetic information, sexual orientation, sex and/or gender identity or expression, or transgender status, or on any the basis of other legally protected characteristic.

Any employee who has questions or concerns about these policies should talk with the director of human resources or CCC Group's Equal Opportunity (EEO) Manager.

A. Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- **Sexual harassment**

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

- **Harassment**

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or

her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

- **Discrimination**

CCC Group will not tolerate any kind of discrimination that creates a hostile and unpleasant work environment. For purposes of this Policy, discrimination means the intentional prejudicial treatment of a person in the workplace, which may affect hiring, firing, promotions, salary, job assignments, training, benefits and/or layoffs, based on such person's age, gender, gender identity, sexual orientation, race, religion, ethnicity, national origin, or disability.

B. Applicability of the Policy

- This policy applies to all employees, applicants, vendors, contractors, and customers of CCC Group, Inc., as well as anyone with a business relationship with the Company. This policy applies to all employment actions including, but not limited to, hiring, recruitment, placement, work assignment, compensation, promotion, benefits, transfer, layoff, disciplinary action, and termination. However, nothing contained herein modifies or changes the Company's employment-at-will policy.
- Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

C. Reporting a Complaint

For CCC Group to correct the behavior, the Company must be made aware of the conduct. Therefore, it is essential that complaints be made in a timely manner to ensure prompt resolution.

Employees who believe they are being subjected to acts of harassment or discrimination by a coworker, supervisor, third party doing business with the Company or employees of a third party, or that their employment opportunities are being adversely affected by such conduct, or who believe they have witnessed such acts, should report the matter to the following:

- Their supervisor or job superintendent; or
- Any company officer or manager with whom the employee feels more comfortable in discussing the matter; or
- CCC Group's EEO Manager or HR Director by any one or more of the following methods:

REPORTING BY TELEPHONE: 210-662-4511 (EEO Manager); or
210-661-4251 (HR Main Line); or
210-662-1678 (HR Director)

**All three lines have voicemail capabilities
for after-hours reporting*

REPORTING BY E-MAIL: HRManagement@cccgroupinc.com

REPORTING BY MAIL: *Via Fed Ex or similar overnight courier:*
CCC Group EEO Manager
5797 Dietrich Rd
San Antonio, TX 78219

Via regular mail:
CCC Group EEO Manager
PO Box 200350
San Antonio, TX 78220

- Applicable governmental agency, including without limitation the following:

STATE AGENCIES: Contact the applicable state agency for the location in which the unlawful behavior occurred. In Texas, for example, you may contact the Civil Rights Division of the *Texas Workforce Commission* at (888) 452-4778 or email at EEOIntake@twc.state.tx.us

FEDERAL AGENCY: Alternatively, at the federal level, you may contact the *U.S. Equal Employment Opportunity Commission* at 800-669-4000 or 800-669-6820 (TTY) or 844-234-5122 (ASL Video Phone). You may file a complaint using the **EEOC Public Portal**. For more information, please contact the EEOC at info@eeoc.gov or visit <https://publicportal.eeoc.gov>

Employees should report any perceived harassing or discriminatory behavior immediately and may request anonymity when doing so.

Nothing in this policy prevents anyone from pursuing formal legal remedies or resolution through state or federal agencies or the courts.

D. Supervisor Responsibility

Any manager or supervisor must promptly notify the EEO Manager or Human Resources Department upon:

- Receiving a complaint of discrimination or harassment.
- Receiving information concerning possible discrimination or harassment; or
- Observing conduct that may be discrimination or harassment.

The EEO Manager is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

E. No Retaliation

- CCC Group encourages prompt reporting of all perceived incidents of discrimination or harassment and forbids retaliation against any individual who, in good faith, reports discrimination or harassment or participates in an investigation of such reports.

F. Investigations

- CCC Group will assure a prompt, and thorough investigation, and provide safeguards to preserve a complainant's anonymity when requested. All employees are required to cooperate with any investigation, maintain confidentiality, and be truthful in the investigation.
- CCC Group will require all aspects of an investigation of workplace discrimination will be thoroughly investigated in written form.

G. Resolution of Complaint

Corrective action or disciplinary action up to and including demotion or termination of employment may occur for:

- Any substantiated violation of this policy.
- Failure to cooperate with an investigation into violations of this policy; or
- Retaliation toward any individual because of their good faith reporting a violation or their cooperation in an investigation related to this policy.

Unless they chose to remain anonymous or forego further involvement, the person making the complaint and the responding party will be informed in writing of the outcome of the investigation.